

<i>SERFF Tracking Number:</i>	<i>MNNL-127031178</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48308</i>
<i>Company Tracking Number:</i>	<i>11-70202</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity</i>		
<i>Project Name/Number:</i>	<i>MultiOption Legend - 2011/11-70202</i>		

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: MultiOption Legend - Individual SERFF Tr Num: MNNL-127031178 State: Arkansas

Flexible Payment Deferred Variable Annuity

TOI: A03I Individual Annuities - Deferred
Variable

SERFF Status: Closed-Approved-
Closed

State Tr Num: 48308

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 11-70202

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Angela Acker-Fisher,
Monica Ramstad

Disposition Date: 03/28/2011

Date Submitted: 03/22/2011

Disposition Status: Approved-
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: MultiOption Legend - 2011

Project Number: 11-70202

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Our domiciliary
state of Minnesota was submitted with the
Interstate Compact under SERFF Tracking
Number, MNNL-127031137, and is pending
review.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 03/28/2011

State Status Changed: 03/28/2011

Deemer Date:

Created By: Angela Acker-Fisher

Submitted By: Monica Ramstad

Corresponding Filing Tracking Number: 11-
70202

Filing Description:

NAIC Number 66168

NAIC Group Number 869

FEIN Number 41-0417830

SERFF Tracking Number: MNNL-127031178 *State:* Arkansas
Filing Company: Minnesota Life Insurance Company *State Tracking Number:* 48308
Company Tracking Number: 11-70202
TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity
Project Name/Number: MultiOption Legend - 2011/11-70202

RE: Individual Variable Annuity Forms Submission
11-70202 Flexible Payment Deferred Variable Annuity Contract
11-70205 Variable Annuity Application

The above forms are enclosed for your review and approval. They are new, and are not intended to replace any other forms.

We intend to market these forms on a face-to-face basis with the assistance of licensed Minnesota Life agents and non-affiliated representatives.

Form 11-70202 is a Flexible Payment Deferred Variable Annuity contract with Guaranteed Interest Accounts and variable investment options. Guaranteed Interest Account options include a Dollar Cost Averaging "DCA" Fixed Account that may be used in the accumulation phase of the contract to transfer to the Variable Account via dollar cost averaging over not more than 12 months and a Fixed Account, which is available for the fixed dollar annuity payments.

The deferred sales charge percentage is applied separately for each purchase payment, and grades down from 8% to zero after the fourth year. This charge is waived after the first contract anniversary, if the withdrawal is during a qualifying confinement in a hospital or medical care facility, terminal illness of the owner or joint owner, or on a one-time basis if the owner becomes unemployed. Amounts annuitized and amounts paid as a death benefit are not subject to a deferred sales charge.

Interest on the DCA Fixed Account and the Fixed Account will be credited at a minimum of 1%. There is an annual maintenance fee of \$30 applied at each contract anniversary and at surrender if the greater of the contract value, or the sum of all purchase payments less withdrawals, is less than \$50,000 at the end of the contract year. This fee is assessed against the Variable Account options.

The minimum issue age for these contracts is zero. The maximum issue age is 90. The minimum purchase payment amount is \$10,000. Additional purchase payments must be at least \$500 (\$100 for Automatic Payment Plans). The cumulative maximum purchase payment is \$2,000,000 of total contributions. These purchase payment limitations have been bracketed. Please see the Statement of Variability for range information.

Tables for the Annuity Payment Options Payout Rates are found in the Appendix A and B forms, which were previously approved by your Department on 09-22-2003 and 08-19-2002. Each contract will be issued with one form for fixed annuity payout rates, and one for variable annuity payout rates. The use of the unisex or sex-distinct version of these

<i>SERFF Tracking Number:</i>	<i>MNNL-127031178</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48308</i>
<i>Company Tracking Number:</i>	<i>11-70202</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity</i>		
<i>Project Name/Number:</i>	<i>MultiOption Legend - 2011/11-70202</i>		

forms depends on state requirements and the plan type.

We intend to use Application form 11-70205 with the attached contract form.

We have not supplied a Flesch score for these forms as they are subject to review by the federal jurisdiction of the Securities and Exchange Commission and are therefore exempt.

The Statement of Variability for the attached contract and application forms is attached under the Supporting Documents Tab. We hereby certify that any change or modification to a variable item outside stated ranges will be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.

The enclosed forms are submitted in final print and are subject to only minor modification in paper stock size, ink, border, Company logo, and adaptation to electronic media or computer printing.

Thank you for your time in reviewing these forms. If you have any questions, please feel free to contact me at the telephone number or email address given below.

Sincerely,

Monica Ramstad
 Sr. Product Compliance Analyst
 Minnesota Life Insurance Company
 Tel. 651.665.4838
 Email monica.ramstad@securian.com

Company and Contact

Filing Contact Information

Monica Ramstad, Supervisor - Ind & RS	monica.ramstad@securian.com
Product Compliance	
400 ROBERT STREET NORTH	651-665-4838 [Phone]
ST. PAUL, MN 55101-2098	651-665-3853 [FAX]

Filing Company Information

Minnesota Life Insurance Company	CoCode: 66168	State of Domicile: Minnesota
400 Robert Street North	Group Code: 869	Company Type:
Law Department	Group Name:	State ID Number:

SERFF Tracking Number: MNNL-127031178 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 48308
Company Tracking Number: 11-70202
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity
Project Name/Number: MultiOption Legend - 2011/11-70202
St. Paul, MN 55101-2098 FEIN Number: 41-0417830
(651) 665-3500 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$125.00
Retaliatory? Yes
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$125.00	03/22/2011	45865418

SERFF Tracking Number: MNNL-127031178 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 48308
Company Tracking Number: 11-70202
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity
Project Name/Number: MultiOption Legend - 2011/11-70202

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/28/2011	03/28/2011

SERFF Tracking Number: MNNL-127031178 *State:* Arkansas
Filing Company: Minnesota Life Insurance Company *State Tracking Number:* 48308
Company Tracking Number: 11-70202
TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity
Project Name/Number: MultiOption Legend - 2011/11-70202

Disposition

Disposition Date: 03/28/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MNNL-127031178 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 48308

Company Tracking Number: 11-70202

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity

Project Name/Number: MultiOption Legend - 2011/11-70202

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Previously Approved Appendix A and B Forms		Yes
Supporting Document	Statement of Variability		Yes
Form	Legend Individual Deferred Variable Annuity		Yes
Form	Legend/Extra Variable Annuity Application		Yes

SERFF Tracking Number: MNNL-127031178 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 48308

Company Tracking Number: 11-70202

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity

Project Name/Number: MultiOption Legend - 2011/11-70202

Form Schedule

Lead Form Number: 11-70202

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11-70202	Policy/Cont Legend Individual ract/Fratern Deferred Variable al Annuity Certificate	Initial			11-70202.pdf
	11-70205	Application/ Legend/Extra Enrollment Variable Annuity Form Application	Initial			11-70205 JD.pdf

MultiOption Legend

Individual Variable Annuity

Minnesota Life Insurance Company • a Securian Financial Group affiliate
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651.665.7942
Toll Free 1.800.362.3141
In Metro Area 651.665.4877
www.minnesotalife.com

MINNESOTA LIFE

Read Your Contract Carefully – This is A Legal Contract

We promise to pay the benefits described by this contract subject to its provisions. We make this promise and issue this contract in consideration of the application for it and the receipt of a Purchase Payment. The Owner and the Beneficiary are as named in the application unless they are changed as provided for in this contract.

Notice of Your Right to Examine This Contract for 20 Days

It is important to us that you are satisfied with this contract. If you are not satisfied, you may return the contract to us or to your sales representative within 20 days of its receipt or 30 days where required. If you exercise this right, you will receive the Contract Value of this contract. We will pay this refund within 7 days after we receive your notice of cancellation.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the Contract Date.



Secretary



President

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE VARIABLE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. THE VARIABLE ACCOUNT INFORMATION MAY BE FOUND ON PAGE 3.

THIS CONTRACT CONTAINS A DEFERRED SALES CHARGE WHICH MAY BE WAIVED IN CERTAIN SITUATIONS AS DESCRIBED ON PAGES 7.

- *Flexible Payment Deferred Variable Annuity Contract*
- *Fixed or Variable Annuity Payment Benefits*
- *A Nonparticipating Contract*

CONTRACT INDEX

Alphabetical Index to the Provisions of Your Contract

	<i>Page</i>
Allocation of Purchase Payments	6
Amount Payable at Death	13
Annuity Payment Benefits	11
Assignment	5
Beneficiary	2
Contract Charges	7
Contract Value	8
Death Benefits	12
Definitions	2
General Provisions	4
Misstatement	4
Purchase Payments	6
Transfer Provisions	9
Transfers	9
Withdrawal and Surrender	10

MULTIOPTION LEGEND VARIABLE ANNUITY
YOUR CONTRACT INFORMATION – EFFECTIVE [May 1, 2011]

Contract Number: [A123456]

Contract Date: [May 1, 2011]

Owner: [John Doe]

Maturity Date: [May 1, 2046]

Joint Owner:

Jurisdiction: [Your State]

Annuitant: [John Doe]

Gender: [M]

Date of Birth: [May 1, 1961]

Joint Annuitant:

Gender:

Date of Birth:

Plan: [Non-Qualified]

Initial Purchase Payment: [\$10,000]

Guaranteed Interest Accounts:

Dollar Cost Averaging (DCA) Fixed Account Options:
Fixed Account (only available for fixed Annuity Payments)

[6 months and 12 months]

Guaranteed Interest Accounts Guaranteed Minimum Annual Interest Rate:

[1.00%]

Variable Account(s):

Variable Annuity Account

Minimum Subsequent Purchase Payment:

[\$500]

Maximum Cumulative Purchase Payment:

[\$2,000,000]

Deferred Sales Charge:	<u>Years Since Purchase Payment</u>				
	<u>0-1</u>	<u>1-2</u>	<u>2-3</u>	<u>3-4</u>	<u>4 and thereafter</u>
	8%	7%	6%	6%	0%

The deferred sales charge is applied to Purchase Payments withdrawn or surrendered from this contract.

Annual Maintenance Fee

A fee of [\$30] will be applied on each Contract Anniversary and at surrender when the greater of: (a) Contract Value; or (b) Purchase Payments less withdrawals is less than [\$50,000]. The annual maintenance fee will be deducted on a pro-rata basis from the Contract Values in the Variable Account.

Transfer Charge

A maximum charge of \$10 will be deducted from the transfer amount when the frequency of transfers exceeds twelve per Contract Year.

Charges to the Variable Account

A daily charge deducted from any portion of the Contract Value allocated to the Variable Account. The deduction is the daily equivalent of the annual percentage shown below:

Administrative Charge:	[0.15%]
Mortality and Expense Risk Charge prior to Annuity Commencement:	[1.50%]
Mortality and Expense Risk Charge after Annuity Commencement:	[1.20%]

Optional Riders and Charges

[None]

Definitions

Accumulation Unit

An accounting unit of measure used to calculate the value of a Sub-Account of this contract before Annuity Payments begin.

Annuitant

The person named as Annuitant upon whose lifetime Annuity Payment benefits will be determined under this contract. An Annuitant's life may also be used to determine the value of death benefits and to determine the Maturity Date. If the Annuitant is other than the Owner and dies prior to the Annuity Commencement Date, the Owner may name a new Annuitant.

Annuity Commencement Date

The date on which Annuity Payments are elected to begin. This may be the Maturity Date or a date you select prior to the Maturity Date.

Annuity Payments

A series of payments for one of the following periods of time: the life of the Annuitant; the life of the Annuitant with a minimum number of payments; joint lifetime and thereafter during the lifetime of the survivor; or, payments for a designated period. Annuity Payments made at regular intervals are due and payable on dates agreed upon between you and us.

Annuity Unit

An accounting unit of measure used to calculate the value of Annuity Payments under a variable Annuity Payment option.

Assumed Investment Return ("AIR")

The annual investment return used to determine the initial variable Annuity Payment under this contract. One or more rates may be available for election at the Annuity Commencement Date.

Beneficiary

The person, persons or entity designated to receive any death benefit proceeds payable on the death of any Owner prior to the Annuity Commencement Date; or to receive any remaining annuity benefits payable on the death of the Annuitant after the Annuity Commencement Date. Prior to the Annuity Commencement Date the Beneficiary will be the first person on the following list who is alive on the date of death: the Joint Owner (if any), the primary (class 1) Beneficiary, the secondary (class 2) Beneficiary or, if none of the above is alive, to the executor or administrator of your estate.

Contract Anniversary

The same day and month as the Contract Date for each succeeding year of this contract.

Contract Date

The effective date of this contract. It is also the date from which we determine Contract Anniversaries and Contract Years.

Contract Value

The sum of your values in the DCA Fixed Account, Fixed Account, and the Sub-Accounts of the Variable Account on any Valuation Date prior to the Annuity Commencement Date.

Contract Year

A period of one year beginning with the Contract Date or Contract Anniversary.

Dollar Cost Averaging (DCA) Fixed Account

The DCA Fixed Account provides dollar cost averaging (DCA) options that are available for Purchase Payment allocations. Any Purchase Payments allocated to a DCA Fixed Account option will be transferred in approximately equal installments to your selected Sub-Accounts of the Variable Account over a specific time period based on the DCA Fixed Account option elected. Making transfers in this fashion is also known as dollar cost averaging. Amounts allocated to the DCA Fixed Account options are part of our General Account. You may not transfer amounts from the Fixed Account or the Sub-Accounts to the DCA Fixed Account

Fixed Account

The Fixed Account is only available for fixed dollar Annuity Payments. You may not elect to transfer amounts to the Fixed Account. If you elect fixed dollar Annuity Payments, your Contract Value will automatically be transferred to the Fixed Account as of the date we receive your Written Request electing Annuity Payments. For any period prior to the Annuity Commencement Date, interest will be credited on amounts in the Fixed Account at an annual rate at least equal to the guaranteed rate shown on page one. Amounts in the Fixed Account are part of our General Account.

Fund

The mutual fund or separate investment portfolio within a series mutual fund which is designated as an eligible investment for a Sub-Account of the Variable Account.

General Account

All assets of Minnesota Life other than those allocated to separate accounts established by us. We have exclusive and absolute ownership of the assets of the General Account.

Joint Annuitant

The person named as Joint Annuitant upon whose life, together with the Annuitant, Annuity Payments may be determined. If Joint Annuitants are named, all references to Annuitant shall mean the Joint Annuitants.

Joint Owner

If more than one Owner has been designated, each Owner shall be a Joint Owner of the contract. Joint Owners have equal ownership rights and must both authorize any exercising of those ownership rights unless otherwise permitted by us.

Maturity Date

The date this contract matures. The Maturity Date will be the first of the month following the later of: (a) the Annuitant's 85th birthday; or (b) ten years after the Contract Date.

Owner

The person(s) who has (have) all rights under this contract. If your contract names Joint Owners, Owner means both Joint Owners. Any named Owner must be under the age of 91 as of your Contract Date. If your contract allows you to change Owners after the contract is issued, any new Owners must be under the age of 91 at the time of change or addition.

Purchase Payments

Amounts paid to us as consideration for the benefits provided by this contract.

Sub-Account

The subdivisions of the Variable Account to which you may allocate your Purchase Payments or transfers. The assets of the Sub-Accounts are invested in the corresponding Funds.

Surrender Value

The amount payable to you on surrender of this contract. The Surrender Value is equal to the Contract Value less the annual maintenance fee, and deferred sales charge, if any.

Valuation Date

Any date on which a Fund is valued.

Valuation Period

The period between successive Valuation Dates.

Variable Account

The separate investment account(s) named on page one and used for this class of contracts under Minnesota law. The Variable Account is comprised of several Sub-Accounts. The assets of the Variable Account are ours and are not subject to claims arising out of any other business of ours. The incomes, gains and losses, whether or not realized from assets allocated to the Variable Account shall be credited to or charged against such account without regard to other income, gains, or losses of ours.

We, Our, Us

Minnesota Life Insurance Company.

Written Request

A written notice, signed by you, in a form approved by or acceptable to us. In some cases, we may require that this contract be sent in with your Written Request.

You, Your

The person named as the Owner or Joint Owner.

General Provisions

Entire Contract

This contract and any amendments, endorsements, riders or application attached thereto, contain the entire contract between you and us. Any statements made in the application either by you or the Annuitant will, in the absence of fraud, be considered representations and not warranties.

Any additional rider or agreement attached to this contract will become part of this contract. It will be subject to the terms and conditions of this contract unless we state otherwise in the rider or agreement.

Modification of Contract

Modifications to this contract or any waiver of our rights or requirements under this contract can only be made by the written authorization of an officer of Minnesota Life. No representative or other person has the authority to change or waive any provisions of this contract. No modification will adversely affect your rights under this contract unless the modification is made to comply with a law or government regulation. You will have the right to accept or reject such a modification.

Change in Variable Account Operation

At our election and subject to any necessary vote by persons having the right to give instructions on the voting of the Fund shares held by the Sub-Accounts, the separate account:

- may be operated as a management company under the Investment Company Act of 1940 or any other form permitted by law;
- may be de-registered under the Investment Company Act of 1940 in the event registration is no longer required; or
- may be combined with one or more separate accounts.

We also reserve the right, subject to any applicable law, to make certain changes including the right to add, eliminate, or substitute any Fund offered under the contract. Substitution may be with respect to existing Contract Values, future Purchase Payments and/or future Annuity Payments. No transfer of assets from one separate account to another affecting Owners of contracts delivered in a given state can be made except, where required, with the approval of the Insurance Commissioner of that state.

Reports to Owners

At least annually, we will send you a report that will show your beginning and ending Contract Value, a summary of transactions, any fees or charges incurred since the last report, and any other information that may be required. Values will be as of a date within two months of its mailing. Additional reports are available to you upon request at a cost of not more than \$35 per report.

Misstatement of Age or Sex

If the age or sex of the Owner or Annuitant has been misstated, we will adjust the benefits and amounts payable under this contract to those that would have been paid based upon the corrected age or sex. In the case of an overpayment, we may either deduct the required amount from future payments under this contract; or, we may require you to pay us the difference; or we may do both until we are fully repaid. In the case of an underpayment, we will pay the difference in a lump sum. Overpayments and underpayments will be charged or credited with an annual effective interest rate of 2.00%.

Proof of Age, Sex, or Survival

We may require satisfactory proof of correct age and sex when Annuity Payments begin or when an optional benefit rider is elected. We have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, and how much we must pay any benefits under this contract or optional benefit riders.

Delay of Payments

Generally, we will make payment within seven days from our receipt of the Written Request in a form satisfactory to us. Payment of amounts from the Variable Account may be delayed under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the Securities and Exchange Commission; or
- an emergency declared by the Securities and Exchange Commission.

After making written request and receiving written approval from the Insurance Commissioner, where required, we reserve the right to delay payments or transfers from the DCA Fixed Account, or Fixed Account, for up to six months after we receive your Written Request.

Basis of Values

A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves for this contract are at least equal to those required by the laws of the state in which this contract is issued.

Incontestability

We will not contest this contract except in the event of fraud in the procurement of the contract, where permitted by applicable law in the state in which the contract is issued.

Change of Owner or Annuitant

You may change the Owner or Annuitant at any time prior to the Annuity Commencement Date. However, if the Owner of this contract is not a natural person, such as a trust or other entity, an Annuitant cannot be changed or added. A change of ownership may cause a taxable event.

To change the Owner or Annuitant, we must receive the Written Request at our home office. The change will take effect as of the date the Written Request was signed, whether or not you are living at the time of receipt. We are not liable for any payment, settlement, or tax reporting made by us before such change is recorded at our home office.

The new Owner or Annuitant is subject to the terms and conditions of the contract.

Assignment

Unless this contract provides otherwise, you may assign all rights to this contract before the Annuity Commencement Date. We will not be bound by any assignment until we have received the Written Request at our home office. The assignment will take effect as of the date you signed the request but will not apply to any payment or action taken by us prior to our receipt of the request. We are not responsible for the validity of any assignment. If the contract is absolutely assigned, the assignee becomes the new Owner. The new Owner or Joint Owner is subject to the terms and conditions of the contract. Any change of ownership may cause a taxable event. You should consult your tax advisor to determine the tax consequences of an assignment before taking any action.

Any proceeds payable to an assignee will be paid in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of the assignment. If this contract is issued pursuant to a retirement plan which receives favorable tax treatments under the provisions of Section 401, 403, 404, 408, 408A, or 457 of the Internal Revenue Code, then it may not be assigned, pledged, or otherwise transferred except under such conditions as may be allowed under applicable law.

Claims of Creditors

To the extent permitted by law, no benefit provided by this contract will be subject to any creditor's claim or process of law.

Non-Participating

This contract is non-participating. No dividends will be paid under this contract.

Contract Termination

This contract will terminate on the earliest of these conditions:

- you withdraw the entire Surrender Value;
- the Owner dies and any death benefit due has been paid;
- Annuity Payments cease.

We may, in our discretion, cancel a contract if you do not make any Purchase Payments for a period of two or more full Contract Years and both (a) the total Purchase Payments, less any withdrawals and associated charges, and (b) the Contract Value are less than \$2,000. If such a cancellation takes place, we will pay the Contract Value to you.

Voting Rights

If you have Variable Account accumulation or Annuity Units under this contract, you may direct us with respect to the voting rights of Fund shares held by us and attributable to this contract where shareholder approval is required by law.

Purchase Payments

Flexible Purchase Payments

Purchase Payments are credited to the contract on the Valuation Date coincident with or next following the day they are received in our home office. If they are received on a day that is not a Valuation Date, those amounts will be credited on the next Valuation Date.

This is a flexible premium contract and you may choose when to make additional Purchase Payments. You may make additional Purchase Payments at any time before the Annuity Commencement Date, while the Owner is still living, and this contract is in force. We may permit your employer to remit Purchase Payments on your behalf. Additional Purchase Payments may not be made during periods in which you are eligible for a withdrawal or surrender without charge due to your confinement in a hospital or medical care facility or in the event you are diagnosed with a terminal illness. Eligibility for these benefits is as defined in the "Withdrawal and Surrender" section of this contract.

Automatic Payment Plans

We may permit you to establish an automatic payment plan providing your bank or other financial institution consents to have your Purchase Payments automatically withdrawn from your account and paid directly to us.

Purchase Payment Limitations

The minimum Purchase Payment is \$10,000. The initial Purchase Payment is shown on page one. Total Purchase Payments may not exceed the Maximum Cumulative Purchase Payments shown on page one for the same Owner or Annuitant without our prior consent. You may have Purchase Payments in only one DCA Fixed Account option at any given time. Any subsequent Purchase Payments must be at least equal to the amount shown on page one. These minimums may not apply under certain automatic or group payment plans that may be established and agreed to by us.

Deductions From Purchase Payments

Generally, there are no deductions made from the Purchase Payments. However, we reserve the right to make a deduction from the Purchase Payments for state premium taxes, where applicable.

Allocation of Purchase Payments

Purchase Payments are allocated to a DCA Fixed Account option or the Sub-Accounts of the Variable Account as you direct. However, the DCA Fixed Account options are not available under automatic payment plans. The Fixed Account is not available for Purchase Payment allocations. You may change your allocation for future Purchase Payments by Written Request or by telephone where permitted. Purchase Payments received with incomplete allocation instructions will be returned in full if we cannot credit them within five valuation days after receipt.

DCA Fixed Account

Purchase Payments allocated to a DCA Fixed Account option will be transferred in approximately equal installments to the Sub-Accounts of the Variable Account over a specific time period. These transfers allow you to dollar cost average your Purchase Payments to your selected Sub-Accounts. The time period will be based on the DCA Fixed Account option you select. Interest will be credited on amounts in a DCA Fixed Account option at an annual rate at least equal to the guaranteed interest rate shown on page one.

Additional Purchase Payments may be allocated to the DCA Fixed Account option elected and will then be transferred out to the designated Sub-Accounts over the remainder of the existing period. After the end of the period or when all Purchase Payments and interest in the DCA Fixed Account have been transferred out, you may allocate additional Purchase Payments to the same or a different DCA Fixed Account option and a new period will begin.

To the extent permitted by law, we reserve the right at any time to offer DCA Fixed Account options that differ from those shown on page one. We also reserve the right at any time to stop accepting new Purchase Payments for a particular option.

Variable Account

The Variable Account is made up of Sub-Accounts. Each Sub-Account invests its assets in a corresponding Fund at the Fund's net asset value. Purchase Payments are allocated to Sub-Accounts in accordance with your instructions or in accordance with the terms of this contract. They may also be allocated to any other Sub-Account that may be established by us under the Variable Account for contracts of this class.

Contract Charges

Deferred Sales Charge

The deferred sales charge may be assessed upon withdrawal or surrender of Purchase Payments. It applies during the four-year period following the receipt of each Purchase Payment. The amount withdrawn plus any deferred sales charge is deducted from the Contract Value. The amount of the deferred sales charge is determined from the percentages shown in the table below. For purposes of determining the amount of deferred sales charge, Purchase Payments will be withdrawn on a first-in, first-out basis.

Deferred Sales Charge:	Years Since Purchase Payment				
	<u>0-1</u>	<u>1-2</u>	<u>2-3</u>	<u>3-4</u>	<u>4 and thereafter</u>
	8%	7%	6%	6%	0%

The amount of the deferred sales charge is determined by: (a) calculating the number of years each Purchase Payment being withdrawn has been in the contract; (b) multiplying each Purchase Payment being withdrawn by the appropriate deferred sales charge percentage from the table; and (c) adding the deferred sales charge from all Purchase Payments calculated in (b).

Waiver of Deferred Sales Charge

The deferred sales charge will not apply to:

- Amounts payable as a death benefit.
- Amounts applied to provide Annuity Payments under an Annuity Payment option.
- A withdrawal or surrender requested after the first Contract Anniversary if you are confined to a hospital or medical care facility as defined in the "Withdrawal and Surrender" section of this contract.
- A withdrawal or surrender requested after the first Contract Anniversary if you are diagnosed with a terminal illness as defined in the "Withdrawal and Surrender" section of this contract.
- A one-time withdrawal or surrender requested after the first Contract Anniversary if you become unemployed as defined in the "Withdrawal and Surrender" section of this contract.
- Amounts withdrawn to pay the annual maintenance fee, transfer charge, or periodic charges for optional benefit riders.
- Amounts withdrawn in any Contract Year that are less than or equal to: 10% of Purchase Payments not previously withdrawn and received by us during the current Contract Year plus the greater of:
 - (a) Contract Value less Purchase Payments not previously withdrawn as of the most recent Contract Anniversary; or
 - (b) 10% of the sum of Purchase Payments not previously withdrawn and received by us within four years as of the most recent Contract Anniversary.
- Amounts in excess of the free withdrawal described above, withdrawn in any Contract Year to satisfy the IRS required minimum distribution for this contract. Applicable contracts include those issued pursuant to a retirement plan under the provisions of Section 401, 403, 404, 408, or 457 of the Internal Revenue Code.

Annual Maintenance Fee

An annual maintenance fee will apply as shown on page one.

Transfer Charge

We reserve the right to deduct a transfer charge, not to exceed \$10, for each transfer when such transfer requests exceed twelve per Contract Year. If applied, this charge will reduce the amount of your transfer.

Mortality and Expense Risk Charge

This charge compensates us for the risks we assume in providing mortality guarantees under this contract and that deductions provided for in this contract will be sufficient to cover our actual expenses. Actual results incurred by us will not adversely affect any payments or values under this contract. The charge is deducted from the Sub-Accounts of the Variable Account at the daily equivalent of the annual rate shown on page one.

Administrative Charge

The administrative charge compensates us for administrative expenses incurred by us. The charge is deducted from the Sub-Accounts of the Variable Account at the daily equivalent of the annual rate shown on page one.

Contract Value

Determination of Contract Value

Your Contract Value is the sum of your values, determined separately for the DCA Fixed Account, Fixed Account and for each Sub-Account of the Variable Account on any Valuation Date prior to the Annuity Commencement Date.

In the DCA Fixed Account, your value is the sum of all Purchase Payments allocated to a DCA Fixed Account option plus interest, less any transfers, withdrawals, or amounts applied to provide Annuity Payments from the DCA Fixed Account option, and any previously applied deferred sales charge or fees.

In the Fixed Account, your value is the sum of all transfers to the Fixed Account plus interest, less any transfers, withdrawals, or amounts applied to provide Annuity Payments from the Fixed Account, and any previously applied deferred sales charge or fees.

We will credit interest on values in the DCA Fixed Account, and Fixed Account on a daily basis. Interest will be credited from the Valuation Date on which a Purchase Payment is applied to the DCA Fixed Account or values are transferred into the Fixed Account until the date of withdrawal, surrender, transfer, or application to provide Annuity Payments.

In the Variable Account, your value in each Sub-Account is the current number of your Accumulation Units multiplied by the Accumulation Unit value.

Accumulation Units

The number of Accumulation Units credited with respect to each Purchase Payment or transfer is determined by dividing the portion of the Purchase Payment or transfer, respectively, allocated to each Sub-Account by the then current Accumulation Unit value for that Sub-Account. Once determined, the number of Accumulation Units will not be affected by changes in the Accumulation Unit value. However, the total number of Accumulation Units for a Sub-Account will be affected by future contract transactions including that Sub-Account. Subsequent Purchase Payments and transfers to each Sub-Account will increase the units of that Sub-Account. Deductions for annual maintenance fees, periodic charges for optional rider benefits, deferred sales charge, and transfers, withdrawals, or amounts applied to provide Annuity Payments, from each Sub-Account will decrease the units of that Sub-Account.

The Accumulation Unit value may increase or decrease on each Valuation Date. The amount of any increase or decrease will depend on the net investment experience of the Sub-Account of the Variable Account during the Valuation Period. The value of an Accumulation Unit for each Sub-Account is set to an initial value (e.g., \$1.00) on the first Valuation Date. For any subsequent Valuation Date, its value is equal to its value on the preceding Valuation Date multiplied by the net investment factor for that Sub-Account for the Valuation Period ending on the subsequent Valuation Date.

Net Investment Factor

The net investment factor for a Valuation Period is the gross investment rate for such Valuation Period, less a deduction for the charges to the Variable Account including any applicable optional benefit riders as shown on page one.

The gross investment rate is equal to:

- (a) the net asset value per share of a Fund share held in the Sub-Account of the Variable Account determined at the end of the current Valuation Period; plus
- (b) the per-share amount of any dividend or capital gain distributions by the Fund if the “ex-dividend” date occurs during the current Valuation Period; divided by
- (c) the net asset value per share of that Fund share held in the Sub-Account determined at the end of the preceding Valuation Period.

Transfers

General Transfer Information

A transfer is a reallocation of amounts under this contract between a DCA Fixed Account option, Fixed Account and the Sub-Accounts of the Variable Account subject to the limitations described below. You may make transfers by Written Request or, where permitted, by telephone or other means acceptable to us. Transfers may be subject to a transfer charge as described in the section of this contract titled “Contract Charges”.

Transfer privileges may be suspended or modified by us at any time. The right to transfer values among the Sub-Accounts of the Variable Account is also subject to modification if we determine, at our sole discretion that the exercise of that right by one or more Owners is, or would be, to the disadvantage of other Owners. Any modification could be applied to transfers to or from some or all of the Sub-Accounts of the Variable Account. These modifications could include, but not be limited to, the requirements of a minimum time period between each transfer, not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one Owner, limiting the dollar amount that may be transferred between the Sub-Accounts of the Variable Account by an Owner at any one time. We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right we consider to be to the disadvantage of other Owners.

Transfer Provisions Before Annuity Commencement

Values in a DCA Fixed Account option will be transferred to the Sub-Accounts of the Variable Account as described in the section of this contract titled “Purchase Payments”. These dollar cost averaging transfers will be made on a monthly basis unless otherwise agreed to by us. The transfers will occur on a date we determine. If you terminate the dollar cost averaging transfers for a DCA Fixed Account option prior to the end of the period, all remaining Purchase Payments and interest in the DCA Fixed Account will be transferred to the designated Sub-Accounts as of the Valuation Date coincident with or next following the date of termination. You may transfer additional amounts from the DCA Fixed Account to Sub-Accounts of the Variable Account prior to the end of the period for the DCA Fixed Account option elected. You may not transfer into a DCA Fixed Account option.

If you elect fixed dollar Annuity Payments, your Contract Value will be transferred to the Fixed Account as described in the section of this contract titled “Annuity Payment Benefits.” No other transfers may be made to the Fixed Account.

Transfer Provisions After Annuity Commencement

During the Annuity Payment period, amounts held as annuity reserves may be transferred among the variable Sub-Accounts or to the Fixed Account to provide a fixed Annuity Payment. Amounts held as reserves for the payment of fixed Annuity Payments may not be transferred to the variable Sub-Accounts.

Unless otherwise agreed to by us, we must receive a Written Request to transfer amounts held as reserve for Annuity Payments, signed by the Annuitant and Joint Annuitant, if any, at least 3 days in advance of the date of the Annuity Payment subject to the transfer. When you request a transfer, it will be effective for future Annuity Payments. Your transfer will occur as of the Valuation Date applicable to the next Annuity Payment affected by your request. We will use the same valuation procedures that we describe to determine an initial variable Annuity Payment or fixed Annuity Payment. Your Annuity Payment option will remain the same.

Transfers among Sub-Accounts of the Variable Account will be made on the basis of Annuity Unit values. The number of Annuity Units from the Sub-Account being transferred will be converted to a number of Annuity Units in the new Sub-Account. After this conversion, a number of Annuity Units in the new Sub-Account will be payable under the elected option. The first payment after conversion will be of the same dollar amount as it would have been without the transfer. The number of Annuity Units will be set at that number of units which are needed to pay that same amount on the transfer date.

Transfers to the Fixed Account to provide a fixed Annuity Payment will be based upon the adjusted age of the Annuitant and any Joint Annuitant at the time of the transfer.

Withdrawal and Surrender

Withdrawal Provisions

At any time before Annuity Payments begin, you may request a partial withdrawal from the Contract Value. You must make a Written Request for any withdrawals. The amount of any withdrawal must be for at least \$250. We may treat any partial withdrawal that leaves a Contract Value of less than \$1,000 as a complete surrender of the contract.

In the event of a withdrawal, the Contract Value will be reduced by the amount requested and any applicable deferred sales charge. The amount withdrawn may also reflect any required or requested federal and/or state income tax withholding.

Unless otherwise instructed by you, withdrawals will be made from your values in a DCA Fixed Account option, Fixed Account, and each Sub-Account of the Variable Account on a pro-rata basis relative to your Contract Value. Amounts withdrawn from the DCA Fixed Account or Fixed Account will be withdrawn on a first-in, first-out basis. Withdrawal values will be determined as of the Valuation Date coincident with or next following the date your Written Request is received at our home office.

Contract Surrender

At any time before Annuity Payments begin, you may surrender this contract for its Surrender Value. The Surrender Value will be determined as of the Valuation Date coincident with or next following the date your Written Request is received at our home office.

The Surrender Value will be paid in a single sum if the contract is surrendered for its full Surrender Value.

After making written request and receiving written approval from the Insurance Commissioner, where required, we reserve the right to delay payments or transfers from the DCA Fixed Account or Fixed Account for up to six months after we receive your Written Request.

Unemployment Waiver (one year waiting period required)

At any time after the first Contract Anniversary the deferred sales charge will be waived for a single withdrawal or surrender of your contract if you become unemployed. To exercise this benefit, you must apply within 180 days of receipt of your first unemployment compensation payment. You must provide us with proof, satisfactory to us, that you have been receiving unemployment benefits for at least 60 consecutive days. You may also be required to provide proof of your full-time employment (at least 30 hours per week) as of your Contract Date.

If the Owner, or Annuitant in the case of a contract owned by a non-natural person, is changed in accordance with the provisions of this contract, a one-year waiting period will apply before the new Owner or Annuitant is eligible for this benefit.

Hospital, Medical Care and Terminal Illness Waivers (one year waiting period required)

Deferred sales charge will not apply when:

- A withdrawal or surrender is requested any time after the first Contract Anniversary if you are confined to a hospital or medical care facility for at least 90 consecutive days. The request must be made while you are still confined or within 90 days after the discharge from a hospital or medical care facility after a confinement of at least 90 consecutive days. Medical care facility means a facility operated pursuant to law or any state licensed facility providing medically necessary inpatient care which is: (a) prescribed by a licensed Physician in writing; and (b) based on physical limitations which prohibit daily living in a non-institutional setting.
- A withdrawal or surrender is requested any time after the first Contract Anniversary if you are diagnosed with a terminal illness. Terminal illness is a condition: (a) diagnosed by a licensed Physician; and (b) expected to result in death within 12 months.

For purposes of these provisions, we must receive due proof, satisfactory to us, of your confinement or terminal illness in writing. These provisions will not apply to any withdrawal taken prior to the date we receive satisfactory proof. Physician means: (a) a licensed medical doctor (MD) or a licensed doctor of osteopathy (DO) practicing within the scope of his or her license; and (b) not you, the Annuitant or a member of either the Annuitant's or your immediate family. If the Owner, or Annuitant in the case of a contract owned by a non-natural person, is changed subject to the provisions of this contract, a one-year waiting period will apply before the new Owner or Annuitant is eligible for this benefit.

Annuity Payment Benefits

Annuity Commencement Date

Annuity Payments begin on the Maturity Date shown on page one of this contract, or on the Annuity Commencement Date, if earlier. If you wish to change the Annuity Commencement Date, you must notify us in writing at least 30 days before Annuity Payments are to begin.

Election of Annuity Payment Option

You may elect, by Written Request, any one of the Annuity Payment options described below or any Annuity Payment option offered by us at the time of your election. Annuity Payments will be payable on a monthly basis unless otherwise agreed to by us. The Annuity Payment option may not be changed on or after the Annuity Commencement Date. If no election is provided, Annuity Payments will be made on the basis of option 2A, a life annuity with a period certain of 120 months.

The following Annuity Payment options are available:

Option 1 – Life Annuity – Annuity Payments payable for the lifetime of the Annuitant, ending with the last payment due prior to the Annuitant's death.

Option 2 – Life Annuity with a Period Certain – Annuity Payments payable for the lifetime of the Annuitant; provided, if the Annuitant dies before payments have been made for the entire period certain, those remaining certain payments will be made to the Beneficiary. The period certain may be for 120 months (Option 2A); for 180 months (Option 2B); or for 240 months (Option 2C).

Option 3 – Joint and Last Survivor – Annuity Payments payable for the joint lifetimes of the Annuitant and designated Joint Annuitant. The payments end with the last payment due before the survivor's death.

Option 4 – Fixed Period – Annuity Payments payable for a fixed period of ten to twenty years. If the Annuitant dies before all payments for the fixed period are received, payments will continue for the remainder of the fixed period to the Beneficiary.

Annuity Calculation and Payment Dates

You may elect variable Annuity Payments, fixed dollar Annuity Payments, or a combination of fixed and variable Annuity Payments. If you elect variable Annuity Payments, your Contract Value will be transferred to your selected Sub-Accounts as of the date we receive your Written Request electing Annuity Payments. If you elect fixed dollar Annuity Payments, your Contract Value will be transferred to the Fixed Account as of the date we receive your Written Request electing Annuity Payments.

The calculation date of the initial Annuity Payment will be no more than five valuation days prior to the Annuity Commencement Date. The amount available for Annuity Payments is the Contract Value adjusted for any applicable premium tax not previously deducted from Purchase Payments. As of the calculation date, the amount available for Annuity Payments will be applied to your selected Sub-Accounts for variable Annuity Payments and to the Fixed Account for fixed dollar Annuity Payments. Without our prior consent, the maximum amount that may be applied under this contract for a fixed dollar Annuity Payment is \$2,000,000.

If, when Annuity Payments are elected, we are using tables of annuity purchase rates for this class of contracts that would result in a larger Annuity Payment than those shown in this contract, we will base the payments on those tables instead.

Fixed Annuity Payments

The tables in Appendix A show the amount of guaranteed monthly fixed Annuity Payment that can be provided with each \$1,000 of available value. The dollar amount of each payment depends upon the Annuity Payment option selected, the adjusted age of any Annuitant and Joint Annuitant, and the amount applied.

Variable Annuity Payments

The tables in Appendix B show the amount of the first monthly variable Annuity Payment that can be provided with each \$1,000 of available value. The dollar amount of the first payment depends upon the Annuity Payment option selected, the adjusted age of any Annuitant and Joint Annuitant, the amount applied, and the Assumed Investment Return.

A number of Annuity Units are determined by dividing this dollar amount by the then current Annuity Unit value. This determination is made separately for each Sub-Account of the Variable Account. The number of Annuity Units remains unchanged during the period of Annuity Payments, except for transfers and in the case of certain joint Annuity Payment options that provide for a reduction in payment after the death of an Annuitant.

The dollar amount of the second and later variable Annuity Payments is equal to the number of Annuity Units determined for each Sub-Account multiplied by the annuity unit value for that Sub-Account. The payment amount may increase or decrease. A decrease in the variable Annuity Payment will occur if the annual rate of investment return, net of contract and Sub-Account expenses is less than the Assumed Interest Rate. The dollar amount determined for each Sub-Account will be aggregated for purposes of making payment.

Annuity Unit Value

The value of an Annuity Unit for each Sub-Account of the Variable Account will vary to reflect the investment experience of the applicable Funds. It will be determined by multiplying:

- (a) the value of the Annuity Unit for that Sub-Account as of the preceding Valuation Date by
- (b) the net investment factor for that Sub-Account for the Valuation Date for which the Annuity Unit value is being calculated; and by
- (c) a factor that neutralizes the Assumed Investment Return

Minimum Payment

The first payment must be at least equal to the minimum payment amount according to our rules then in effect. If at any time, payments become less than the minimum payment amount, we have the right to change the payment frequency to meet the minimum payment requirements. If any payment amount is less than the minimum annual payment amount, we may make an alternative arrangement with you.

Death Benefits

Amount Payable at Death Prior to the Annuity Commencement Date

If any Owner dies before Annuity Payments begin, we will pay the death benefit of this contract to the Beneficiary. If the Owner of this contract is other than a natural person, such as a trust or other similar entity, we will pay the death benefit to the Beneficiary on the death of the Annuitant. The entire value of the contract must be distributed within five years from the date of death except as otherwise provided for below.

If there are Purchase Payments or interest remaining in a DCA Fixed Account option as of the date we are notified of a death, all remaining amounts in the DCA Fixed Account on the date we are notified will be transferred in a lump sum to the Money Market Sub-Account.

The Guaranteed Minimum Death Benefit will be the greater of:

- (a) the Contract Value; or
- (b) the sum of Purchase Payments adjusted pro-rata for any amounts previously withdrawn.

The value of the Guaranteed Minimum Death Benefit will be determined as of the Valuation Date coincident with or next following the day we receive due proof of death at our home office. Any amounts due in excess of the Contract Value will be paid as a death benefit adjustment and directed into the Sub-Accounts of the Variable Account based on the same proportion that each bears to the Contract Value on the date the benefit is calculated in fulfillment of the death benefit provisions of the contract.

We will pay the death benefit in a single sum unless another form of settlement has been requested and agreed to by us as of the date we receive all information necessary to make payment.

If any portion of the death benefit is payable to your designated Beneficiary who is not your surviving spouse, that Beneficiary may elect an Annuity Payment option measured by a period not longer than that Beneficiary's life expectancy. Annuity Payments must begin no later than one year after your death.

If any portion of the contract interest is payable to your designated Beneficiary who is your surviving spouse, the surviving spouse shall be treated as the contract Owner for purposes of: (a) when payments must begin; and (b) the time of distribution in the event of death. If a surviving spouse elects to assume his or her deceased spouse's contract, there may be a death benefit adjustment to the Contract Value for the death of the original Owner. The death benefit adjustment may only be exercised at the death of the original Owner and at the death of the first surviving spouse.

Amount Payable at Death On or After the Annuity Commencement Date

If the Annuitant dies after Annuity Payments begin, payments will be made according to the terms of the Annuity Payment option selected. Under Option 2 and 4, the Beneficiary may elect to have the present value of the remaining period certain payments (commuted value) paid in a lump sum. The commuted value will be based on the then current dollar amount of one payment and the same interest rate that served as a basis for the annuity. The remaining value in the contract must be distributed at least as rapidly as under the Annuity Payment option in effect as of the Annuitant's death.

Proof of Death

Proof of any claim under this contract, satisfactory to us, must be submitted in writing to us at our home office. Generally, we require a certified death certificate as proof of death. However, in the event that a certified death certificate is unavailable, we may accept one of the following:

- (a) A copy of a certified death certificate.
- (b) A copy of a certified decree of a court of competent jurisdiction as to the finding of death.
- (c) A written statement signed by a medical doctor who attended the deceased at the time of death.
- (d) Any other written proof satisfactory to us.

Beneficiaries

The death benefit will be payable to the Beneficiary or Beneficiaries as named in the application for this contract unless subsequently changed by you. To change the Beneficiary, you must submit a Written Request to us. After it has been received, it will take effect as of the date you signed the request. However, it will not apply to any death benefits paid prior to the request being received in our home office records.

Unless you designate otherwise, if a Beneficiary dies, his/her interest in this contract ends with their death. Only those Beneficiaries who survive will be eligible to share in a death benefit. If no Beneficiary survives you, we will pay the death benefit of this contract to the executors or administrators of your estate.

Minnesota Life Insurance Company, a stock company, is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. You are a member of Minnesota Mutual Companies, Inc. which holds its annual meetings on the first Tuesday in March of each year at 3:00 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

- *Flexible Payment Deferred Variable Annuity Contract*
- *Fixed or Variable Annuity Payment Benefits*
- *A Nonparticipating Contract*

MINNESOTA LIFE

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101-2098

MultiOption Legend and MultiOption Extra Variable Annuity Application

Minnesota Life Insurance Company - A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651-665-7942
1-800-362-3141
Local 651-665-4877
www.securian.com

MINNESOTA LIFE

1. Select Contract Type							
<input type="checkbox"/> MultiOption Legend		<input type="checkbox"/> MultiOption Extra					
2. Type of Plan							
<input type="checkbox"/> Traditional IRA		<input type="checkbox"/> Non-Qualified					
<input type="checkbox"/> Roth IRA		<input type="checkbox"/> Corporate Non-Qualified					
<input type="checkbox"/> Inherited IRA		<input type="checkbox"/> Non-Corporate Non-Qualified (LLP or LLC)					
<input type="checkbox"/> Other _____		<input type="checkbox"/> Under the _____ (state) UTMA/UGMA					
For UTMA/UGMA, enter custodian's information here.	3. Owner						
	Individual name (first, middle initial, last, suffix), or corporation name or trust title						
	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Entity	Date of birth or date of trust	Tax I.D. (SSN or TIN)	If trust, is it revocable? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Street address						
	City	State	Zip code	Telephone number			
4. Joint Owner (if applicable)							
Individual name (first, middle initial, last, suffix)							
<input type="checkbox"/> Male <input type="checkbox"/> Female		Date of birth	Tax I.D. (SSN)	Relationship to owner			
Street address							
City		State	Zip code	Telephone number			
Complete only if the individual annuitant is not the same as owner.	5. Annuitant						
	Individual name (first, middle initial, last, suffix)						
	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth	Tax I.D. (SSN)	Relationship to owner			
	Street address						
	City	State	Zip code	Telephone number			
For UTMA/UGMA, enter minor's information here.	6. Joint Annuitant (if applicable)						
	Individual name (first, middle initial, last, suffix)						
	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth	Tax I.D. (SSN)	Relationship to annuitant			
	Street address						
	City	State	Zip code	Telephone number			



IAN000064



1

Primary beneficiary designations must total 100%. Contingent beneficiary designations must total 100%. Please identify any additional beneficiaries in Section 11.	7. Beneficiary(ies)			
	Name			
	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Entity	Date of birth	Tax I.D. (SSN or TIN)	
	Relationship to owner		Type of beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %
	Address			
	City		State	Zip code
	Name			
	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Entity	Date of birth	Tax I.D. (SSN or TIN)	
	Relationship to owner		Type of beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %
	Address			
City		State	Zip code	
Name				
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Entity				
Date of birth		Tax I.D. (SSN or TIN)		
Relationship to owner		Type of beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %	
Address				
City		State	Zip code	
8. Optional Death Benefit Riders (Subject to state availability; additional charges apply - see Prospectus)				
<input type="checkbox"/> Highest Anniversary Value Death Benefit <input type="checkbox"/> Premier Death Benefit ¹ <input type="checkbox"/> Estate Enhancement Benefit ^{1,2}				
¹ Not available in Washington ² Not available with Highest Anniversary or Premier Death Benefit for Extra in New Jersey. Not available with Premier Death Benefit for Legend in New Jersey.				
If you select a Living Benefit rider, also complete the Living Benefit Rider Options Election form.	9. Optional Living Benefit Riders (Subject to state availability; additional charges apply - see Prospectus)			
	Minimum and maximum age requirements may apply - see Prospectus for details. These riders are not available with the Premier Death Benefit Rider or the Estate Enhancement Benefit.			
	Choose only one			
	<input type="checkbox"/> Encore Lifetime Income - Single <input type="checkbox"/> Encore Lifetime Income - Joint <input type="checkbox"/> Guaranteed Minimum Income Benefit			

Please be aware that client and representative/agent responses in Sections 10 and 16 must match.

If yes, a State Replacement form is required to be signed, dated and enclosed with this application for most states.

10. Replacement

Do you have any existing life insurance or annuity contracts?

☐ Yes ☐ No

Will the contract applied for replace or change an existing life insurance or annuity contract? If yes, complete the section below.

☐ Yes ☐ No

Company Name	Policy/Contract Number	Year Issued

11. Special Instructions

Minimum purchase payment is \$10,000.

Make checks payable to Minnesota Life.

12. Purchase Payment Method

☐ 1035 Exchange

☐ \$ _____ Remitted with Application

☐ Direct Transfer/Rollover

☐ \$ _____ Client initiated Rollover
(approximate amount)

13. Notice to Applicant

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

14. Military Sales

Regarding this annuity application, is any owner or annuitant an active duty member of the U.S. Armed Forces?

☐ Yes* ☐ No

*If yes, complete our Military Personnel Financial Services Disclosure*form, and submit the form to us with the application.

15. Owner/Annuitant Signatures

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE CURRENT PROSPECTUS. I UNDERSTAND THAT ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF A VARIABLE ANNUITY ACCOUNT, ARE VARIABLE, MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

I/we represent that the statements and answers in this application are full, complete, and true to the best of my/our knowledge and belief. I/we agree that they are to be considered the basis of any contract issued to me/us. I/we have read and agree with the applicable statements. The representative left me/us the original or a copy of the written or printed communications used in this presentation.

Contract owner's signature

X

Signed in (city)

State

Date

Joint contract owner's signature, if any

X

Signed in (city)

State

Date

Annuitant's signature (if other than the owner)

Date

X

Joint annuitant's signature, if any

Date

X**16. To Be Completed By Representative/agent**

Representative/
agent responses
must match client
responses in
Section 10.

All representatives/
agents involved in
this sale must sign
this application.

Representative/
agent split must
total 100%.

To the best of my knowledge and belief, this applicant has existing life insurance ☐ Yes ☐ No or annuity contracts.

To the best of my knowledge and belief, the contract applied for will replace or ☐ Yes ☐ No change an existing life insurance or annuity contract.

No written sales materials were used other than those furnished by the Home Office. I believe the information provided by this client is true and accurate to the best of my knowledge and belief.

Representative/agent name (print)

Representative/agent code

%

Representative/agent signature

X

Representative/agent name (print)

Representative/agent code

%

Representative/agent signature

X

Representative/agent name (print)

Representative/agent code

%

Representative/agent signature

X**17. To Be Completed By Minnesota Life**

Accepted by

Date

Contract number

SERFF Tracking Number: MNNL-127031178 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 48308
Company Tracking Number: 11-70202
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity
Project Name/Number: MultiOption Legend - 2011/11-70202

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Please see the attached certification for Rule 19 and Rule 49 and the Consumer Information Notice. Please note that the variable annuity form submitted is exempt from Flesch Readability requirements as it is filed with the SEC. Attachment: CERTIFICATION.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application Comments: Please see form 11-70205 attached for review under the Forms Tab.		

	Item Status:	Status Date:
Satisfied - Item: Previously Approved Appendix A and B Forms Comments: Please see the filing description for the use and approval dates for these forms. Attachments: 03-70091 Appendix A - unisex.pdf 03-70092 Appendix A - sex distinct.pdf 02-70078 Appendix B unisex.pdf 02-70079 Appendix B sex distinct.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability Comments: Please see the attached Statement of Variability. Attachment:		

<i>SERFF Tracking Number:</i>	<i>MNNL-127031178</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48308</i>
<i>Company Tracking Number:</i>	<i>11-70202</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>MultiOption Legend - Individual Flexible Payment Deferred Variable Annuity</i>		
<i>Project Name/Number:</i>	<i>MultiOption Legend - 2011/11-70202</i>		
SOV 11-70202.pdf			

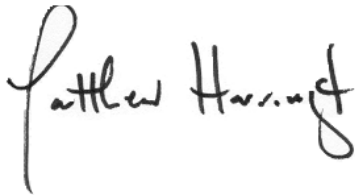
CERTIFICATION

I hereby certify that:

Each individual annuity contract issued in the state of Arkansas includes the Guaranty Association Notice, form FMHC-41371 Rev 2-2010; and

Each individual annuity contract issued in the state of Arkansas includes an Important Notice to Contractholders form F38057 Rev 11-2009; and

I have reviewed Rule 19, and that the individual annuity forms issued are in compliance with this Regulation.

A handwritten signature in black ink that reads "Matthew Harrington". The signature is written in a cursive style with a large initial 'M' and a long, sweeping tail on the 'g'.

Matthew Harrington
Assistant Secretary
Minnesota Life Insurance Company
February 18, 2011

APPENDIX A – FIXED ANNUITY PAYMENT RATES

The following tables show the minimum dollar amount of monthly fixed Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on an interest rate of 1.50%, compounded annually, and the Annuity 2000 Mortality Table, blended to provide genderless rate. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2010 – 2019	-1
2020 – 2029	-2
2030 and later	-3

<u>Annuitant Adjusted Age</u>	<u>Life (Option 1)</u>	<u>Life with 120 Months (Option 2A)</u>	<u>Life with 180 Months (Option 2B)</u>	<u>Life with 240 Months (Option 2C)</u>
50	\$3.05	\$3.04	\$3.02	\$2.99
55	3.40	3.37	3.34	3.28
60	3.85	3.80	3.74	3.62
65	4.46	4.37	4.22	4.00
70	5.31	5.09	4.78	4.35
75	6.54	5.99	5.34	4.61
80	8.32	6.99	5.79	4.75
85	10.95	7.89	6.05	4.80

Joint and Last Survivor (Option 3)

<u>Annuitant Adjusted Age</u>	<u>Joint Annuitant Adjusted Age</u>									
	<u>40</u>	<u>45</u>	<u>50</u>	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>
50	\$2.44	\$2.56	\$2.68	\$2.79	\$2.87	\$2.93	\$2.98	\$3.01	\$3.03	\$3.04
55	2.48	2.63	2.79	2.94	3.07	3.18	3.26	3.32	3.35	3.37
60	2.51	2.68	2.87	3.07	3.27	3.44	3.59	3.69	3.76	3.80
65	2.53	2.72	2.93	3.18	3.44	3.71	3.94	4.13	4.27	4.36
70	2.54	2.74	2.98	3.26	3.59	3.94	4.30	4.63	4.89	5.07
75	2.55	2.76	3.01	3.32	3.69	4.13	4.63	5.14	5.61	5.97
80	2.55	2.77	3.03	3.35	3.76	4.27	4.89	5.61	6.35	7.02
85	2.56	2.77	3.04	3.37	3.80	4.36	5.07	5.97	7.02	8.11

Fixed Period Annuity (Option 4)

<u>Fixed Period Years</u>	<u>Dollar Amount of Payment</u>
10	\$8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81

APPENDIX A – FIXED ANNUITY PAYMENT RATES

The following tables show the minimum dollar amount of monthly fixed Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on an interest rate of 1.50%, compounded annually, and the Annuity 2000 Mortality Table. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2010 – 2019	-1
2020 – 2029	-2
2030 and later	-3

<u>Male Annuitant Adjusted Age</u>	<u>Life (Option 1)</u>	<u>Life with 120 Months (Option 2A)</u>	<u>Life with 180 Months (Option 2B)</u>	<u>Life with 240 Months (Option 2C)</u>
50	\$3.24	\$3.22	\$3.19	\$3.14
55	3.63	3.60	3.54	3.45
60	4.15	4.07	3.96	3.79
65	4.85	4.69	4.46	4.14
70	5.82	5.45	4.99	4.44
75	7.15	6.32	5.48	4.65
80	9.01	7.22	5.86	4.76
85	11.61	8.00	6.07	4.81

<u>Female Annuitant Adjusted Age</u>	<u>Life (Option 1)</u>	<u>Life with 120 Months (Option 2A)</u>	<u>Life with 180 Months (Option 2B)</u>	<u>Life with 240 Months (Option 2C)</u>
50	\$3.00	\$2.99	\$2.98	\$2.95
55	3.34	3.32	3.29	3.24
60	3.78	3.74	3.68	3.58
65	4.37	4.28	4.16	3.96
70	5.19	5.00	4.72	4.32
75	6.39	5.91	5.31	4.60
80	8.16	6.93	5.77	4.75
85	10.79	7.86	6.04	4.80

Joint and Last Survivor (Option 3)

Male Annuitant Adjusted Age	<u>Female Annuitant Adjusted Age</u>									
	<u>40</u>	<u>45</u>	<u>50</u>	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>
50	\$2.44	\$2.58	\$2.72	\$2.85	\$2.96	\$3.05	\$3.12	\$3.17	\$3.20	\$3.22
55	2.47	2.63	2.80	2.98	3.15	3.29	3.41	3.50	3.56	3.59
60	2.49	2.67	2.87	3.09	3.32	3.54	3.73	3.89	4.00	4.06
65	2.50	2.69	2.92	3.18	3.47	3.77	4.07	4.33	4.53	4.67
70	2.51	2.71	2.95	3.24	3.58	3.97	4.39	4.80	5.16	5.43
75	2.52	2.72	2.97	3.28	3.66	4.12	4.66	5.25	5.83	6.31
80	2.52	2.73	2.98	3.30	3.71	4.22	4.86	5.64	6.48	7.28
85	2.53	2.73	2.99	3.32	3.74	4.28	5.00	5.92	7.04	8.24

Fixed Period Annuity (Option 4)

<u>Fixed Period Years</u>	<u>Dollar Amount of Payment</u>
10	\$8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81

APPENDIX B – VARIABLE ANNUITY PAYMENT RATES
ASSUMED INVESTMENT RETURN = 4.50%

The following tables show the minimum dollar amount of initial monthly variable Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on the Assumed Investment Return, compounded annually, and the Annuity 2000 Mortality Table, blended to provide genderless rates. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2010 – 2019	-1
2020 – 2029	-2
2030 and later	-3

<u>Annuitant Adjusted Age</u>	<u>Life (Option 1)</u>	<u>Life with 120 Months (Option 2A)</u>	<u>Life with 180 Months (Option 2B)</u>	<u>Life with 240 Months (Option 2C)</u>
50	\$4.78	\$4.76	\$4.73	\$4.68
55	5.10	5.06	5.01	4.93
60	5.54	5.46	5.37	5.23
65	6.14	5.99	5.81	5.55
70	7.00	6.68	6.31	5.85
75	8.24	7.54	6.82	6.08
80	10.08	8.47	7.21	6.20
85	12.78	9.29	7.44	6.24

Joint and Last Survivor (Option 3)

<u>Annuitant Adjusted Age</u>	<u>Joint Annuitant Adjusted Age</u>									
	40	45	50	55	60	65	70	75	80	85
50	\$4.20	\$4.30	\$4.39	\$4.48	\$4.56	\$4.62	\$4.67	\$4.71	\$4.74	\$4.76
55	4.24	4.36	4.48	4.61	4.73	4.83	4.92	4.98	5.03	5.06
60	4.27	4.40	4.56	4.73	4.90	5.07	5.21	5.32	5.41	5.46
65	4.29	4.44	4.62	4.83	5.07	5.31	5.54	5.73	5.89	5.99
70	4.31	4.47	4.67	4.92	5.21	5.54	5.88	6.21	6.48	6.68
75	4.32	4.50	4.71	4.98	5.32	5.73	6.21	6.71	7.18	7.56
80	4.33	4.51	4.74	5.03	5.41	5.89	6.48	7.18	7.92	8.60
85	4.34	4.52	4.76	5.06	5.46	5.99	6.68	7.56	8.60	9.69

Fixed Period Annuity (Option 4)

<u>Fixed Period Years</u>	<u>Dollar Amount of Payment</u>
10	\$10.28
11	9.54
12	8.92
13	8.40
14	7.96
15	7.58
16	7.24
17	6.95
18	6.69
19	6.46
20	6.25

APPENDIX B – VARIABLE ANNUITY PAYMENT RATES

ASSUMED INVESTMENT RETURN = 4.50%

The following tables show the minimum dollar amount of initial monthly variable Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on the Assumed Investment Return, compounded annually, and the Annuity 2000 Mortality Table. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2010 – 2019	-1
2020 – 2029	-2
2030 and later	-3

<u>Male Annuitant Adjusted Age</u>	<u>Life (Option 1)</u>	<u>Life with 120 Months (Option 2A)</u>	<u>Life with 180 Months (Option 2B)</u>	<u>Life with 240 Months (Option 2C)</u>
50	\$4.98	\$4.94	\$4.89	\$4.82
55	5.35	5.28	5.20	5.08
60	5.86	5.73	5.58	5.38
65	6.56	6.32	6.03	5.68
70	7.55	7.04	6.51	5.93
75	8.91	7.86	6.95	6.11
80	10.82	8.69	7.27	6.21
85	13.48	9.40	7.46	6.25

<u>Female Annuitant Adjusted Age</u>	<u>Life (Option 1)</u>	<u>Life with 120 Months (Option 2A)</u>	<u>Life with 180 Months (Option 2B)</u>	<u>Life with 240 Months (Option 2C)</u>
50	\$4.73	\$4.71	\$4.68	\$4.64
55	5.04	5.00	4.96	4.89
60	5.46	5.39	5.31	5.19
65	6.04	5.91	5.74	5.51
70	6.86	6.59	6.26	5.83
75	8.08	7.45	6.78	6.07
80	9.89	8.41	7.20	6.19
85	12.60	9.27	7.44	6.24

Joint and Last Survivor (Option 3)

Male Annuitant Adjusted Age	<u>Female Annuitant Adjusted Age</u>									
	<u>40</u>	<u>45</u>	<u>50</u>	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>
50	\$4.20	\$4.31	\$4.42	\$4.53	\$4.64	\$4.73	\$4.81	\$4.87	\$4.91	\$4.94
55	4.23	4.36	4.50	4.65	4.80	4.94	5.06	5.16	5.23	5.28
60	4.26	4.40	4.56	4.75	4.95	5.16	5.35	5.52	5.64	5.73
65	4.27	4.43	4.61	4.84	5.09	5.37	5.66	5.93	6.15	6.32
70	4.29	4.45	4.65	4.90	5.21	5.57	5.97	6.38	6.75	7.05
75	4.30	4.46	4.68	4.95	5.30	5.72	6.24	6.82	7.40	7.92
80	4.30	4.48	4.70	4.98	5.36	5.84	6.46	7.21	8.05	8.87
85	4.31	4.48	4.71	5.01	5.40	5.92	6.61	7.52	8.62	9.82

Fixed Period Annuity (Option 4)

<u>Fixed Period Years</u>	<u>Dollar Amount of Payment</u>
10	\$10.28
11	9.54
12	8.92
13	8.40
14	7.96
15	7.58
16	7.24
17	6.95
18	6.69
19	6.46
20	6.25

Minnesota Life Insurance Company

Statement of Variability

Policy Form 11-70202
Application Form 11-70205

March 18, 2011

These policy forms contain several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the product design within a pre-determine range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner.

Contract Form 11-70202

The client specific information at the top of page one, the contract data page, will be modified to reflect the application data collected for each contract issued.

With respect to the bracketed information on the bottom half of the contract data page, we certify that all contracts issued in a particular state during a specific time period will be issued with the same values and that no individual will be unfairly discriminated against in the application of those items. Any change or modification to current values will be limited only to new issues of the contract and will not apply to in force contracts. No change in variability will be made without prior filing and approval that in any way expands the scope of the item being changed beyond the ranges defined in this document.

The bracketed items will vary as follows:

1. **Dollar Cost Averaging (DCA) Fixed Account Options** – This will reflect the options available at the time of contract issue. The range of options may vary from 3 months to 12 months.
2. **Guaranteed Minimum Annual Interest Rate** – The rate will determined as described in the accompanying Actuarial Memorandum. Values may vary between 1.00% and 3.00%.
3. **Minimum Subsequent Purchase Payment** – The amount will initially be \$500 but may vary between \$250 and \$1,000. Amounts may be increased as a result of fixed processing costs or decreased in response to competitive needs.
4. **Maximum Cumulative Purchase Payment** – The total purchase payments accepted without home office approval will initially be set at \$2,000,000. Values may vary between \$500,000 and \$5,000,000 based on the company risk appetite.
5. **Annual Maintenance Fee** – This charge helps to offset fixed expenses related to smaller contracts. The initial value will be \$30 with a possible range of \$30 to \$50.
6. **Annual Maintenance Fee Threshold** – The threshold represents the contract size at which the Annual Maintenance Fee will no longer be applied. Currently, the value is \$50,000 with a possible range of \$50,000 to \$100,000.
7. **Administrative Charge** – This will reflect the Administrative Charge in effect on the date of issue and will be guaranteed for the life of the contract. This item may vary from 0.15% to 0.40%. The current charge is 0.15% which may increase as the result of increased costs for contract administration and client communications such as statements, prospectus and other fund related information.

8. **Mortality and Expense Risk Charge prior to Annuity Commencement** – This will reflect the Mortality and Expense Risk Charge prior to Annuity Commencement in effect on the date of issue and will be guaranteed for the life of the contract. The current charge is 1.50% with a possible range of 1.50% to 1.70%. The charge may be increased if the cost of providing mortality and expense risk guarantees increase.
9. **Mortality and Expense Risk Charge after Annuity Commencement** – This will reflect the Mortality and Expense Risk Charge after Annuity Commencement in effect on the date of issue and will be guaranteed for the life of the contract. This item may vary from 1.10% to 1.50% with a current charge of 1.20%.
10. **Optional Riders and Charges** – If optional riders are selected, information about the specific rider will appear here.

Application Form 11-70205

Question 8 - Optional Death Benefit Riders . There are brackets around the riders that are listed to indicate that we may wish to add or delete riders without refiling this application form. Rider availability is determined by the current product prospectus.

Question 9 – Optional Living Benefit Riders. There are brackets around the riders that are listed to indicate that we may wish to add or delete riders without refiling this application form. Rider availability is determined by the current product prospectus.